

REMARKS

Claims 1, 3, 8, 10, 11, and 20 are amended to include various limitations related to a receipt code database. The amendments are made for the purpose of expediting prosecution and not for the purpose of patentability. Claims 2, 6, and 16 are canceled without prejudice. New claims 21-25 are added to claim other aspects of the invention. No new matter is added.

New drawings are included in response to the drawing objection along with an accompanying petition for a one-month extension. Applicant strongly objects to the setting of an apparent arbitrary 2-month response period for submitting new drawings. First, no evidence is provided to indicate why the originally filed drawings were insufficient for examination; Applicant's file contains copies which are legible and understandable. Second, the filed drawings must have been of sufficient quality to permit examination because the Office Action was issued. Third, the 2-month response period is simply a minimum period set out in the rules; the action could just as easily required a 3-month period to coincide with the response to the Office Action. If new drawings were truly required for examination, the notice should have been sent out under separate cover prior to any substantive examination.

The Office Action fails to establish a *prima facie* case of obviousness in rejecting claims 1-20 under 35 USC §103(a) as being unpatentable over US publication 2002/0107809 to Biddle et al. ("Biddle") in view of US publication 2002/0073046 to David. The rejection is respectfully traversed because the Office Action fails to show that all the limitations are suggested by the references, fails to provide a proper motivation for modifying the teachings of Biddle with teachings of David, and fails to show that the combination could be made with a reasonable likelihood of success.

As to claims 1, 3, 8, 10, 11, and 20, the claims are amended and the rejections related thereto are therefore moot.

The Office Action acknowledges that neither Biddle nor David recite the limitations related to the use of the receipt code and the receipt code database (claims 2, 6, 16, and 17).

Note that claims 2, 6, and 16 are canceled and these limitations are now found in the independent claims. However, the Office Action alleges that both Biddle and David “teach that when a user requests access but does not have matching ID (machine or IP address), the option to register and arrange for payment is offered.” It is respectfully submitted that even if true, this is not suggestive of the claim limitations.

Specifically, the claim limitations support a scenario in which paid licenses are indicated in a receipt code database, and at some later time and from perhaps a different machine, the activation code may be provided for activating the software application upon verification of the receipt code. In verifying the receipt code and transmitting the authorization code, the license data base is updated with the IP address of the machine on which the software is installed. Thereafter, the license database may be used instead of the receipt code database. Thus, the purchase may be done from a system other than the system on which the software is to be installed. Additionally, the purchaser need not be aware of the identity of the machine on which the software will be installed. Further still, in the event that the software needs to be reinstalled, the license database may be accessed to verify license rights using the IP address rather than a machine identifier code. Thus, the user who is reinstalling is alleviated from having to determine and supply a machine identifier. It appears that both Biddle’s and David’s payment options are concurrent with the authorization/verification procedures. Therefore, neither Biddle nor David would have any need a receipt code database and the claimed use thereof.

The alleged motivation for modifying the Biddle-David reference is that a payment method or a receipt code would have been good options to offer to the user by offering more flexibility with payment options. This alleged motivation is merely a broad, conclusory statement of a general objective of most any software purchase, licensing, and authorization scheme. The alleged motivation merely generalizes what is accomplished with the present invention rather than providing clear and particular reasons that would lead one of ordinary skill in the art to modify specific teachings of Biddle and David. Therefore, the alleged motivation is improper.


The rejection of claims 1-20 over the Biddle-David combination should be withdrawn because the Office Action fails to show all the limitations are suggested by the combination,

fails to provide a proper motivation for combining the references, and fails to show that the combination could be made with a reasonable likelihood of success.

Withdrawal of the rejection and reconsideration of the claims are respectfully requested.

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